



FOR CLERK USE ONLY

City Council

Item No. _____

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA FACT SHEET

Finance

Department

August 4, 2009

Requested Date

1. Request:Council/RDA Approval ☒Other (specify) ☐Information Only/
Presentation ☐Hearing ☐**2. Requested Action:**

Authorize the City Manager to execute the Cooperative Agreement between the County of Imperial, CalWORKs, and the City of Calexico for the Pre-employment (PREP) Work Experience Program.

3. Fiscal Impact:

Revenue:

Increase ☐Decrease ☐

Source: _____

Amount: _____

Cost:

Increase ☐Decrease ☐

Source: _____

Amount: _____

Does Not Apply ☒**4. Reviewed By:**

Finance Dept. on

Comments: _____

By: _____ 7/27/09

City Attorney on

Comments: _____

By: _____

Note: Back up must be submitted along with this form. Deadline is 5:00 p.m., 2 Fridays before the scheduled meeting date.

CLERK USE ONLY:

CITY COUNCIL DATE: _____

Action ☐Consent ☐Hearing ☐Filing ☐Presentation ☐Other(specify) ☐

Reviewed by: City Clerk _____
Date _____

City Manager _____
Date _____

CITY COUNCIL AGENDA REPORT

SUBJECT: CalWorks "PREP" Work Experience Program

AGENDA DATE: August 4, 2009

PREPARED BY: Judith A. Hashem, Finance Director

APPROVED FOR AGENDA BY: Victor M. Carrillo, City Manager

RECOMMENDATION: City Council is requested to take the following action:

- 1. Authorize the City Manager to execute the Cooperative Agreement between the County of Imperial, CalWORKs, and the City of Calexico for the Pre-employment Preparation (PREP) Work Experience Program.**

FISCAL IMPACT: The cost to the City should be minimal for staff time supervision of participants and tools, if any, to do the job. There are no salary and benefit charges incurred by the City in return for work performed by participants in the program.

BACKGROUND INFORMATION: The Pre-employment Preparation (PREP) Work Experience Program is authorized by California Statute and is operated under the County of Imperial, CalWORKS, to provide participants in the program with the opportunity to obtain valuable work skills at public and non-profit work-sites.

The term of the agreement runs from July 23, 2009 through July 23, 2010 and may be terminated upon 10 days written notice.

DOCUMENTS ATTACHED:

- 1. Agreement**
- 2. Program Documents**



COOPERATIVE AGREEMENT

The County of Imperial, CalWORKs, and CITY OF CALEXICO
 , located at 608 HEBER AVE CALEXICO, CA enter into this
agreement this 23 DAY OF July 2009.

PRE-EMPLOYMENT PREPARATION PROGRAM

This agreement is entered into under the authority of Chapter 1025 of the California Statutes of 1985 (Assembly Bill 2580) which established the Greater Avenues for Independence (GAIN) Program. Pre-employment Preparation (PREP) is a component of CalWORKs to be operated under the authority of this statute.

The county of Imperial, CalWORKs and the Public and Private Non-Profit Worksite to be contracted agree:

1. The Term of the agreement is from 07/23/09 through 07/23/2010.
2. The Worksite shall provide supervised work activity for assigned participant(s) referred to the Worksite by the County of Imperial, CalWORKs, in occupation (s) in accordance with the job orders.
3. Participant(s) will supplement, and under no circumstances will they supplant regular employees. Further, Pre-employment Preparation (PREP) assignments at any Worksite, including one where regular employees are members of a bargaining unit, cannot prevent or delay the filling of vacant positions or the recall of workers currently in lay-off status.
4. The Worksite is not responsible for compensating the participant(s) for work performed. Furthermore, CalWORKs and PREP providers shall not charge the County of Imperial for PREP participant(s) employed by CalWORKs providers.
5. PREP participant(s) will be provided Worker's Compensation coverage by the State. The Worksite agrees to supervise each participant according to the following safety regulations, and guidelines. The participant(s) shall:
 - a. Be allowed to operate portable drills, grinders, power equipment, and other like equipment while working under supervisions as required under the provision of the Work Experience Programs and according to the employer policies and procedures.
 - b. Be provided with the appropriate personal protective equipment as Provided in the CAL-OSHA regulations and be advised of appropriate and adequate safety procedures and equipment for the job being performed.
 - c. Not be allowed to operate a motor vehicle, heavy (construction) equipment, forklifts, jackhammers, (chainsaws or power activated tools).
 - d. Not be exposed to toxic or hazardous chemicals or operations, like



spray-painting, welding or similar operations. Brush painting with water-based paint is acceptable.

Any such operations of a vehicle or any work condition contrary to the condition stated above, shall be the sole responsibility of the Worksite, and the Worksite shall, at its own expense, provide legal defense for the County of Imperial with respect to any litigation arising from such participant activity. The Worksite shall indemnify and hold free and harmless the County of Imperial, its officers, agents, and employees from every and all claims, actions, damages, and liabilities arising out of or resulting from such activity.

In a PREP worksite assignment, All County Letter No. 00-14 (dated February 22, 2000) will cover participants for Worker's Compensation insurance as required through self-insurance by the State Department of Social Services (SDSS).

6. During work activity, the Worksite agrees:
 - a. To provide participant(s) with reasonable and proper supervision and instruction by Worksite regarding duties and work activities.
 - b. To provide participant(s) with the same working conditions as Employees similarly employed, e.g., coffee breaks, lunch breaks.
 - c. To report participant(s) attendance and other such information on Performance as may be requested by the County of Imperial, CalWORKs in a timely manner.
 - d. To consider participant(s) for any job openings, for which the participant is qualified, occurring at the Worksite and inform the participant of any job opportunities within the agency.
 - e. To utilize participant(s) to perform duties at the training or entry level.
 - f. For PREP assignments successful completion standards will include the following:
 1. Daily attendance based on number of exact hours assigned, with no excessive ongoing tardiness or absences.
 2. Satisfactory completion of assigned duties.
 3. Responsiveness to supervisor's directions.
 4. Completion of assigned period (i.e., 3 months, 6 months, 12 months).
 - g. To advise the county by telephone when the participant(s) does not attend the Worksite for three consecutive days.
 - h. To report any accident or injury to the County of Imperial, CalWORKs on the day the injury occurs.
7. The County of Imperial and authorized Federal or State representatives have the right to observe, monitor, or evaluate all conditions, and activities involved in the performance of the agreement. Said observance, monitoring, and evaluations may include but not limited to inspection of



premises, reports, and interviews of project staff and participants. The Worksite shall make available to the County and authorized Federal or State representatives its records with respect to participants receiving services and matters covered by this agreement and shall permit excerpts or transcripts from such records.

8. The Worksite, and any agents and employees of the Worksite shall act in an independent capacity in the performance of the agreement and not as officers, employees, or agents of the county of Imperial.
9. The County will not be held liable for negligent acts on the part of the Worksite.
10. No alternate or variation of terms of this agreement shall be valid and/or binding unless made in writing and signed by the parties hereto; there are no oral understanding or agreement not incorporated herein.
11. The Worksite, its agents, officers and employees, shall not be held liable for any claims, liabilities penalties, fines, or damages, legally caused or incurred by the acts of omissions of the County of Imperial, CalWORKs, its agents, officers and employees.
12. The Worksite representative's signature affixed to this agreement certifies that this is a public or private non-profit agency.
13. Either party may terminate this agreement upon ten (10) days prior written notice. The County of Imperial, CalWORKs may immediately terminate this agreement at such time or as directed by the county of Imperial Board of Supervisors.
14. CalWORKs will comply with all confidentiality laws and requirements, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and California Civil Code section 56.10 et.seq. as applicable.

_____ SIGNATURE	_____ DATE	_____ SIGNATURE	_____ DATE
_____ PRINT NAME		<u>CARLA MOORE</u> PRINT NAME	
_____ TITLE		<u>DEPUTY DIRECTOR</u> TITLE	
Worksite Phone # _____			
Worksite Fax # _____			



Imperial County
Department of Social Services
2895 So. 4th Street
El Centro, CA 92243



CalWORKs “PREP” Work Experience Program



Imperial County
Department of Social Services
2895 So. 4th Street
El Centro, CA 92243



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Work Experience Pre-Employment Preparation Program

Employer Information

CalWORKs would like to thank you for taking the time and making the effort to work with our participants in their effort to become self-sufficient. Your cooperation will provide our participants with the opportunity to obtain valuable work skills.

Pre-Employment Preparation (Work Experience) is a program that assists recipients of the California Work Opportunity and Responsibility to Kids (CalWORKs) Program in completing their work requirements and obtain work experience.

What are the goals of the Work Experience program?

- Provide current work experience for those who have not been part of the labor force for a period of time.
- Help participants update skills they may have acquired in the past but have not used in recent work.
- Provide an opportunity for participants to acquire marketable job skills in an area of work they have not obtained.
- Offer supervised work experience in a realistic work setting.
- Provide opportunities to develop good work habits and attitudes in a supportive environment.

What is PREP?

- PREP is a non-salaried work experience within a public non-profit agency.
- PREP assignments will cover all ranges of job skills ranging from basic to advanced.
- PREP participants are assigned weekly hours in accordance with their Welfare to Work plan. Work Experience assignments vary in length of time but may not exceed one year.
- Participants in work experience are expected to continue to seek unsubsidized employment and will continue to utilize job search services with assigned Social Service Aide at weekly job search workshops held once a week for two hours. See Social Service Aide for schedule.
- PREP assignments are to be reviewed periodically to assure that the assignment continues to enrich the participant's job skills and that the obtained skills are likely to lead the participant to unsubsidized employment.

Who are the participants?

- All CalWORKs participants who are complying with activity requirements as assigned by their Social Worker.
- Participants are job ready individuals who need additional job related skills to enhance their employability.



What are my obligations as a PREP Worksite Sponsor?

- Introduce participants to other employees or trainees.
- Provide participants with an overview of the agency/worksite.
- Provide an orientation of what is expected on the job.
- Provide each participant with the same working conditions as employees similarly employed, e.g., coffee breaks, lunch breaks.
- Consider the participant for any job openings for which the participant is qualified, by informing participant of application and interview process.

How do I handle absences or tardiness?

- The criterion for being successful at a work experience assignment includes regular attendance and satisfactory progress.
- Inform the participant of your worksite's procedure for reporting tardiness or absence.
- Contact the Social Service Aide if excessive/unexcused absences and/or tardiness occur. The Aide will advise the Social Worker of the issue. The Social Worker will contact the participant to determine the cause, and enforce any disciplinary action if necessary.

TO ENSURE SMOOTH OPERATION OF THIS PROGRAM, PLEASE CONTACT US IN CASE OF AN ACCIDENT, EXCESSIVE TARDINESS, ABSENCE, OR ANY PROBLEM WITH A PARTICIPANT.

Work Experience Time Sheets

The worksite will be provided with a packet that includes:

1. Sign in sheets for participants to complete daily. Site supervisor will be responsible for faxing completed timesheets to Social Service Aide before the **5th of every month** to **760-336-4051**.
2. Contact information on how to contact the participant's CalWORKs workers.

Timesheets have a section at the bottom used to evaluate the participant's performance, within your organization, every month. We strongly encourage site supervisors to observe the competence, behavior and performance of each participant working for you. The major purpose of the evaluation is to help the participant improve his/her performance and job skills as well as evaluating if the placement is one that is adequate.

What if an injury occurs?

The State provides work experience participants Worker's Compensation coverage.* The worksite should supervise each participant according to the regulations and guidelines outlined in the Cooperative Agreement to prevent any accidents or injury at the worksite.

*In a Pre-Employment Preparation worksite assignment, Welfare and Institution Code Section 11320.7 and Manual Policies and Procedures Section 42-740.15 will cover participant for Worker's Compensation insurance as required through self-insurance by the State Department of Social Services (SDSS). SEE COOPERATIVE AGREEMENT FOR FURTHER INFORMATION.

SAMPLE

COOPERATIVE AGREEMENT

SAMPLE

The County of Imperial, CalWORKs and _____ (hereinafter), at the address of, _____ enter into this agreement this ____ day of _____.

PRE-EMPLOYMENT PREPARATION PROGRAM

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1. The Term of the agreement is from _____ through _____.
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3. Participants will supplement, and under no circumstances will they supplant regular employees. Further, Pre-employment Preparation (PREP) assignments at any Worksite, including one where regular employees are member of a bargaining unit, cannot prevent or delay the filling of vacant positions or the recall of workers currently in lay-off status.
4. The Worksite is not responsible for compensating the participant for work performed. Furthermore, CalWORKs and PREP providers shall not charge the County of Imperial for PREP participants employed by CalWORKs providers.
5. PREP participants will be provided Worker's Compensation coverage by the State. The Worksite agrees to supervise each participant according to the following safety regulations, and guidelines. The participants shall:
 - a. Be allowed to operate portable drills, grinders, power equipment, and other like equipment while working under supervision as required under the provision of the Work Experience Programs and according to the employer policies and procedures.
 - b. Be provided with the appropriate personal protective equipment as provided in the CAL-OSHA regulations and be advised of appropriate and adequate safety procedures and equipment for the job being performed.
 - c. Not be allowed to operate a motor vehicle, heavy (construction) equipment, forklifts, jackhammers, (chainsaws or power activated tools).
 - d. Not be exposed to toxic or hazardous chemicals or operations, such as; spray-painting, welding or similar operations. Brush painting with water-based paint is acceptable.

Any such operations of a vehicle or any work condition contrary to the condition stated above shall be the sole responsibility of the Work-site, and the Work-site shall, at its own expense, provide legal defense for the County of Imperial with respect to any litigation arising from such participant activity. The Work-site shall indemnify and hold free and harmless the County of Imperial, its officers, agents, and employees from every, and all claims, actions, damages, and liabilities arising out of or resulting from such activity.

In a PREP Worksite assignment, Welfare and Institutions Code Section 11320.7 and Manual of Policies and Procedures Section 42-740.15 will cover participants for Worker's Compensation insurance as required through self-insurance by the State Department of Social Services (SDSS).

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9. The County will not be held liable for negligent acts on the part of the Worksite.
10. No alternate or variation of terms of this agreement shall be valid and / or binding unless made in writing and signed by the parties hereto; there are no oral understanding or agreement not incorporated herein.
11. The Worksite, its agents, officers and employees, shall not be held liable for any claims, liabilities penalties, fines, or damages, legally caused or incurred by the acts of omissions of the County of Imperial, CalWORKs, its agents, officers and employees.
12. The Worksite representative's signature affixed to this agreement certifies that this is a public or private non-profit agency.

13. Either party may terminate this agreement upon ten (10) days prior written notice. The County of Imperial, CalWORKs may immediately terminate this agreement at such time or as directed by the county of Imperial Board of Supervisors.
14. CalWORKs will comply with all confidentiality laws and requirements, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and California Civil Code section 56.10 et.seq. as applicable.
15. The Worksite will ensure accurate record keeping of the participants' worked hours. CalWORKs will provide Worksite with timekeeping logs which are to be kept in designated binder provided by CalWORKs. Participants' recorded work hours are to be kept at worksite at all times and not released to participants. CalWORKs Work Experience Liaisons will pick up timesheets by the 5th day of each month. Copies of timesheets will be provided to site upon request.

Worksite

County of Imperial, CalWORKs

SIGNATURE DATE

SIGNATURE DATE

PRINT NAME

CARLA MOORE
PRINT NAME

TITLE

DEPUTY DIRECTOR
TITLE

Worksite Phone # _____

Worksite Fax # _____



Imperial County
Department of Social Services
2895 So. 4th Street, El Centro, CA 92243

Important Contact Information

Work Experience Liaisons

Alma Trabanino
(760) 337-5083

Edna Cruz
(760) 353-3631

Supervisor

Enrique Nuñez
(760) 335-3469

Fax

(760) 336-4051

IMPERIAL COUNTY DEPARTMENT OF SOCIAL SERVICES- CalWORKs WORK EXPERIENCE TIME SHEET

NAME: _____ MONTH: _____

SW: _____ CASE # _____ AGENCY: _____

CONTRACT DATES: _____ THRU _____ POSITION: _____

Date	From	To	Hours
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			

Date	From	To	Hours
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			

Date	From	To	Hours
23			
24			
25			
26			
27			
28			
29			
30			
31			

TOTAL HOURS: _____

Please rate the following areas:

Attitude	() Excellent	() Satisfactory	() Unsatisfactory
Punctuality and Dependability	() Excellent	() Satisfactory	() Unsatisfactory
Willingness to Learn	() Excellent	() Satisfactory	() Unsatisfactory
Professionalism	() Excellent	() Satisfactory	() Unsatisfactory
Overall Performance	() Excellent	() Satisfactory	() Unsatisfactory

Comments: _____

Supervisor's Signature _____

■■■■■ Please return by: 1st Of Every Month ■■■■■
 ■ To: Social Services Assistant ■■■■■
 ■ CalWORKs ■■■■■
 ■ 2995 So. 4th Street, Suite 102 ■■■■■
 ■ El Centro, CA 92243 ■■■■■
 ■ Phone: 353-3631 or 337-5083 ■■■■■
 ■ Fax #: 336-4051 ■■■■■